

Dated: 3/28/2017



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:

CHARLES WHITLEY EMERSON, III,
Debtor.

Case No. 3:16-bk-02339

Chapter 11

Judge Mashburn

THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATEHOLDERS OF
THE CWALT, INC., ALTERNATIVE LOAN
TRUST 2006-OC10, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
OC10,

Movant,

v.

CHARLES WHITLEY EMERSON, III,
Respondent.

CONTESTED MATTER

**AGREED ORDER RESOLVING BNY MELLON'S OBJECTION TO CONFIRMATION
OF DEBTOR'S ORIGINAL CHAPTER 11 PLAN**

This matter is before the Court on The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of the CWALT, Inc., Alternative Loan Trust 2006-OC10, Mortgage-Pass Through Certificates, Series 2006-OC10'S ("BNY Mellon") Objection to Confirmation of the Debtor's Original Chapter 11 Plan. *See* [Doc. 77]. As evidenced by the signatures of counsel below, the parties have come to an agreement on all matters raised in the Objection, and have agreed to amend the treatment of BNY Mellon in the Original Chapter 11 Plan, [Doc. 53] (the "Plan"). Accordingly, the Court hereby **ORDERS** as follows:

The treatment of Class 3-A in the Plan, as it relates to the claim stated in the Plan to be in the name of “Select Portfolio Servicing” and the property at 1029 Dorset Drive, Hendersonville, TN 37075 is hereby deleted in its entirety and replaced with the following in the Plan:

3-A	<p>Secured claim of:</p> <ul style="list-style-type: none"> Name = The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of the CWALT, Inc., Alternative Loan Trust 2006-OC10, Mortgage-Pass Through Certificates, Series 2006-OC10 Collateral description = 1029 Dorset Dr., Hendersonville, TN 37075 Collateral value = \$398,200.00 Priority of security instrument = first Principal owed = \$345,583.15 Total claim amount = \$345,583.15 Total arrearage through April 1, 2017 = \$24,872.04. To the extent any additional post-petition arrears accrue, the Debtor agrees to pay the increased amount. 	N	<p>Y, Claims in this class are entitled to vote on the plan</p>	<ul style="list-style-type: none"> Pymt interval = monthly Pymt amount = \$2,255.64 (P&I + escrow payments, which may fluctuate and change the amount of the monthly payment per the terms of the loan documents) + Arrearage cure payment of \$690.89 for 36 months at 0.0% interest Begin date = May 1, 2017 End date = contract end date (July 1, 2036), at which point the Debtor acknowledges and reaffirms that a balloon payment of \$262,819.92 is due. Interest rate = contract Treatment of lien = Retained until completion of payments
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Because BNY Mellon’s claim is secured only by a security interest in the Debtor’s principal residence, none of the terms above shall be construed as modifying BNY Mellon’s rights in any respect. *See* 11 U.S.C. § 1123(b)(5). In the event that any amended plan(s) are filed by the Debtor, the above-described plan treatment shall supersede any contrary treatment

contained in such amended plan(s). Further, BNY Mellon agrees that this Order constitutes a ballot accepting the Plan, as modified by this Order.

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PREPARED AND PRESENTED BY AND CONSENTED TO:

/s/ Bret J. Chaness

BRET J. CHANESS (BPR # 31643)

RUBIN LUBLIN TN, PLLC

3145 Avalon Ridge Place, Suite 100

Peachtree Corners, GA 30071

(678) 281-2730 (Telephone)

(404) 921-9016 (Facsimile)

bchaness@rubinlublin.com

*Attorney for The Bank of New York Mellon
fka The Bank of New York, as Trustee for
the Certificateholders of the CWALT, Inc.,
Alternative Loan Trust 2006-OC10,
Mortgage-Pass Through Certificate,
Series 2006-OC10*

CONSENTED TO:

/s/ Steven L. Lefkovitz (by BJC w/ permission)

STEVEN L. LEFKOVITZ (BPR # 001146)

LEFKOVITZ & LEFKOVITZ

618 Church Street, Suite 410

Nashville, TN 37219

(615) 256-8300 (Telephone)

slefkovitz@lefkovitz.com

Attorney for Debtor